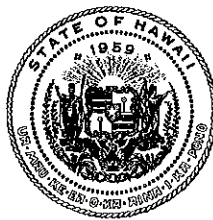
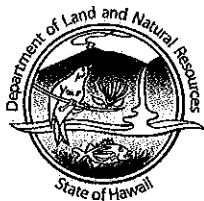


LINDA LINGLE
GOVERNOR OF HAWAII



**STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES**

STATE HISTORIC PRESERVATION DIVISION
601 KAMOKILA BOULEVARD, ROOM 555
KAPOLEI, HAWAII 96707

LAURA H. THIELEN
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

RUSSELL Y. TSUJI
FIRST DEPUTY

KEN C. KAWAHARA
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

December 2, 2008

Chairperson and Members
Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

Land Board Members:

SUBJECT: REQUEST FOR APPROVAL OF AN AGREEMENT FOR GRANTS,
SUBSIDIES, AND PURCHASES OF SERVICES BETWEEN THE
BOARD OF LAND AND NATURAL RESOURCES AND THE
CENTRAL UNION CHURCH.

SUMMARY:

This Board Submittal requests approval of an Agreement for Grants, Subsidies, and Purchases of Services between the Board of Land and Natural Resources and the Central Union Church for the purpose of disbursement of approved public funds to the Central Union Church to improve, repair and preserve the buildings and structures through upgrades of the electrical and mechanical systems well as fire safety system installations to maintain the integrity and safety of the historic Church, and Preschool.

BACKGROUND:

The Board through the Department of Land and Natural Resources is the duly authorized agency within the State of Hawaii with the statutory (HRS Chapter 6E and sections therein) responsibility to expend moneys to provide financial assistance to public agencies and private agencies involved in historic preservation activities. The release of \$125,000.00 of grant monies has been approved by the governor's office contingent upon DLNR entering into an agreement or contract with the Central Union Church.

DISCUSSION:

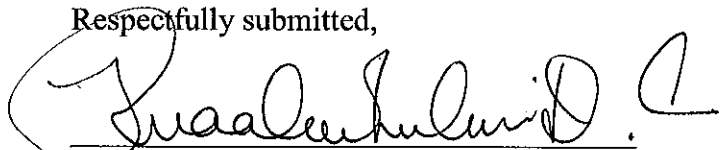
The Central Union Church has been serving the needs of Hawai'i's communities since 1887. The Church and Preschool campus are unique in their architecture and history. The Church is on the State Register of Historic Places and one of the most prominent and recognizable structures in Hawai'i. The Preschool, located on the Church grounds, has an enrollment of 160 students. The Church will use these funds to: (a) install a new fire alarm system in the pre-school; (b) install new electrical wiring and replace an old transformer; (c) install new galvanized plumbing in restrooms.

The expenditure of these funds will aid in the fulfillment of the State Historic Preservation Division's mission towards the preservation of significant historic sites.

RECOMMENDATION:

That the Board authorize the Chairperson to execute an Agreement For Grants, Subsidies, and Purchase of Services with the Central Union Church subject to approval as to form of the Grant Agreement by the Attorney General's office.

Respectfully submitted,



Puaalaokalani D. Aiu, Administrator
Historic Preservation Division

APPROVED FOR SUBMITTAL:



Laura H. Thielen, Chairperson
Board of Land and Natural Resources

STATE OF HAWAII
AGREEMENT FOR GRANTS, SUBSIDIES, AND PURCHASES OF SERVICE

This AGREEMENT, entered into on _____, by and between the BOARD OF LAND AND NATURAL RESOURCES (hereinafter "AGENCY"), State of Hawaii (hereinafter "STATE"), by its Chairperson (hereinafter "DIRECTOR"), whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813, and Central Union Church (hereinafter "AWARDEE"), a non-profit corporation under the laws of the State of Hawaii, whose business address is 1660 South Beretania Street, Honolulu, Hawaii 96826;

RECITALS

WHEREAS, Chapter 42F, Hawaii Revised Statutes, establishes standards for disbursing public funds to private organizations to fulfill specified public purposes;

WHEREAS, the AWARDEE has requested funding from the STATE for the project or program described in Attachment 1 of this Agreement;

WHEREAS, the STATE finds that the AWARDEE's performance as described in Attachment 1 of this Agreement will fulfill the public purpose set forth therein;

WHEREAS, the STATE desires to contract with the AWARDEE to fulfill the specified public purpose, and the AWARDEE is agreeable to performing under this Agreement;

WHEREAS, general obligation bond funds are available to fund this Agreement pursuant to Act 213, SLH 2007, in the following amount:

State: \$125,000.00

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the STATE and the AWARDEE agree as follows:

A. SCOPE OF PERFORMANCE

The AWARDEE shall perform, in a proper and satisfactory manner as determined by the STATE, the project or program described in Attachment 1, which is hereby made a part of this Agreement.

B. TIME OF PERFORMANCE

The performance required of the AWARDEE under this Agreement shall be completed in accordance with the "Time Schedule" set forth in Attachment 2, which is hereby made a part of this Agreement.

C. COMPENSATION

The AWARDEE shall be compensated for performance and costs incurred under this Agreement according to the "Compensation and Payment Schedule" set forth in Attachment 3, which is hereby made a part of this Agreement.

D. STANDARDS OF CONDUCT DECLARATION

The Standards of Conduct Declaration by AWARDEE, set forth in Attachment 4, is hereby made a part of this Agreement.

E. OTHER TERMS AND CONDITIONS

The General Conditions set forth in Attachments 5 are hereby made a part of this Agreement.

IN WITNESS WHEREOF, the STATE and the AWARDEE have executed this Agreement effective as of the date first above written.

STATE

By _____
It's Chairperson

AWARDEE

By _____
Its _____ *
(Title)

AWARDEE

By _____
Its _____ *

APPROVED AS TO FORM:

Deputy Attorney General

*Evidence of authority of the AWARDDEE's representative to sign this Agreement for the AWARDDEE must be attached.

AWARDEE'S ACKNOWLEDGEMENT

STATE OF _____

_____ COUNTY OF _____

On this _____ day of _____, 20____,
before me personally appeared _____,
to me personally known, who being by me duly sworn, did say that he/she is
the _____ of

_____,
the AWARDDEE named in the foregoing instrument, and that he/she is authorized
to sign said instrument on behalf of the AWARDDEE, and acknowledges that he/she
executes said instrument as the free act and deed of the AWARDDEE.

Notary Public, State of Hawaii

My commission expires: _____

SCOPE OF PERFORMANCE

Objectives:

To improve, repair, and preserve the buildings and structures at the Central Union Church located at 1660 South Beretania Street on Oahu. The Central Union Church has been serving the needs of Hawai'i's community since 1887 and is on the State Register of Historic Places. It is one of the most prominent and recognizable structures in Hawai'i for its unique architecture and history. The Preschool, located on the Church grounds, has an enrollment of 160 preschool and toddler aged students. The upgrades and installation of fire safety, electrical, and mechanical systems are necessary to maintain the integrity of the historic church, as well as provide critical building safety and sound infrastructural systems for the preschool's young children and faculty.

Performance:

The AWARDEE shall use the grant-in-aid funds to coordinate all activities related to the Central Union Church project –the acquisition and installation of a new fire alarm system for the preschool, upgrades to the electrical transformer and power lines to the preschool, and the replacement of plumbing in preschool restroom facilities. The project is estimated to take one year to complete.

TIME SCHEDULE

This Agreement shall be in effect for the period from January 1, 2009 through and including December 31, 2009 unless this Agreement is sooner terminated as hereinafter provided. An extension of this Agreement shall be made only by written amendment signed by the AWARDEE and the STATE.

COMPENSATION AND PAYMENT SCHEDULE

In full consideration of the services to be performed under this Agreement, from general obligation bond funds appropriated by Act 213, SLH 2007, the STATE and AWARDEE agree to the following:

- a) First payment of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00), shall be made in accordance with, and subject to the provisions contained in this Agreement, upon submission of an original signed and certified invoice, a detailed budget for the project identifying the various cost items and their sources of funding, and updated assessment and plans approved by the STATE (Department of Land and Natural Resources, Historic Preservation Division) for the repairs, upgrades and installation of fire safety, electrical and mechanical systems in the buildings.
- b) Additional payments shall be made in accordance with , and subject to the provisions contained in this Agreement, upon submission of an original signed and certified invoices, copies of plans approved by STATE (Department of Land and Natural Resources, Historic Preservation Division) for the repairs, upgrades and installation of fire safety, electrical ,and mechanical systems in the buildings.
- c) Final payment shall be made in accordance with, and subject to the provisions contained in this Agreement, upon submission of an original signed and certified invoices, final detailed narrative on the completed project and its benefits to the public, a detailed financial report listing all the project expenditures and revenues and noting how state funds were used for this project, tax clearances from the Hawaii State Department of Taxation and the Internal Revenue Service, and any other required documentation.

Attachment 3 (continued)

- d) Invoices for payment must state: "I certify that this invoice is, to the best of my knowledge and belief, in accordance with the terms of the agreement as approved and has not been previously claimed on this or any other related project. I also understand that receipt of this invoice does not approve the costs listed. All expenditures are subject to audit."

- e) Payments shall be made in accordance with, and subject to the provisions contained in this Agreement and approval by the STATE of the invoices, listing of operational expenses, final report, and required documentations.

PROVIDER'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of:

(Name of PROVIDER)

PROVIDER, the undersigned does declare as follows:

1. PROVIDER ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the

* Reminder to agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

**STATE OF HAWAII GENERAL
CONDITIONS FOR GRANT, SUBSIDY, AND
PURCHASE OF SERVICE AGREEMENTS**

1. Awardee's Qualifying Standards

- a. The AWARDEE is a profit or non-profit organization incorporated under the laws of the State of Hawaii.
- b. If the AWARDEE is a non-profit organization, AWARDEE has been determined by the Internal Revenue Service to be a non-profit organization.
- c. If the AWARDEE is a nonprofit organization, AWARDEE has a governing board whose members have no material conflict of interest and who serve without compensation.
- d. The AWARDEE has bylaws or policies that describe the manner in which the activities or services for which a grant or subsidy is awarded shall be conducted or provided.
- e. The AWARDEE is licensed and accredited, in accordance with federal, state, or county statutes, rules, or ordinances, to conduct the activities or provide the services for which the grant or subsidy is awarded.

2. Statutory Conditions.

- a. The AWARDEE has agreed to and will during the term of this Agreement:
 - (1) Employ or have under contract persons qualified to engage in the activity to be funded under this Agreement.
 - (2) Comply with applicable federal and state laws prohibiting discrimination against any person on the basis of race, color, national origin, religion, creed, sex, age, sexual orientation, or disability.
 - (3) Not use public funds for entertainment or lobbying activities.
 - (4) Comply with any other requirement that the Director of Finance or the Administrative Director of the Courts may prescribe to ensure adherence by the AWARDEE to federal, state, and county laws.
- b. The AWARDEE shall allow the contracting agency, legislative committees and their staffs, and the auditor full access to records, reports, files, and other related documents and information for purposes of

monitoring, measuring the effectiveness, and assuring the proper expenditure of the grant or subsidy. This right of access shall last as long as the records and other related documents are retained.

3. Reporting and Recordkeeping Requirements

- a. Within thirty (30) days after the expiration of the time for performance, the AWARDDEE shall submit to the STATE a Final Project Report in a form satisfactory to the STATE, documenting its overall efforts toward meeting the requirements of this Agreement and listing expenditures actually incurred in the performance of this Agreement. The AWARDDEE shall return any unencumbered funds to the STATE.
- b. The AWARDDEE shall in accordance with generally accepted accounting practices, maintain fiscal records and supporting documents and related files, papers, receipts, reports, and other evidence that sufficiently and properly reflect all direct and indirect expenditures and management and fiscal practices related to the AWARDDEE's performance under this Agreement. The AWARDDEE shall retain all records related to the AWARDDEE's performance under this Agreement for at least three (3) years after the date of submission of the AWARDDEE's Final Project Report.

4. Conflicts of Interest. The AWARDDEE represents that neither the AWARDDEE, nor any employee or agent of the AWARDDEE, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the AWARDDEE's performance under this Agreement.
5. Compliance with Laws. The AWARDDEE shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the AWARDDEE's performance under this Agreement.
6. Indemnification and Defense. The AWARDDEE shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, and cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or in resulting from the acts or omissions of the AWARDDEE or AWARDDEE's employees, officers, or agents under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.
7. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the AWARDDEE in connection with this Agreement, the AWARDDEE shall pay all costs and expenses

incurred by or imposed on the STATE, including attorneys' fees.

8. Insurance. The AWARDDEE shall obtain, maintain, and keep in force throughout the period of this Agreement liability insurance issued by an insurance company in a combined amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), for bodily injury and property damage liability arising out of each occurrence, which insurance provides that it is the primary insurance for the State of Hawaii, the AGENCY, and their officers, employees, and agents for any liability arising out of or resulting from occurrences connected with the AWARDDEE's performance under this Agreement. Prior to or upon execution of this Agreement, the AWARDDEE shall obtain a certificate of insurance verifying the existence of the necessary liability insurance coverage, including the coverage of the State of Hawaii, and its officers, employees, and agents. If the scheduled expiration date of the liability insurance policy is earlier than the expiration date of the time for performance under this Agreement, the AWARDDEE, upon renewal of the policy, shall promptly cause to be provided to the STATE an updated certificate of insurance. The certificate of insurance shall expressly provide that the insurance policy shall not be cancelled unless the insurance Company has first given to the STATE thirty (30) calendar days' written notice of the intended cancellation.
9. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of this Agreement, the AWARDDEE is an "independent contractor," with the authority and responsibility to control and direct the performance required under this Agreement; however, the STATE shall have a general right of inspection to determine whether, in the STATE's opinion, the AWARDDEE is in compliance with this Agreement.
 - b. The AWARDDEE and the AWARDDEE's employees and agents are not by reason of this Agreement, agents or employees of the STATE for any purpose, and the AWARDDEE, and the AWARDDEE's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The AWARDDEE shall be responsible for the accuracy, completeness, and adequacy of AWARDDEE's performance under this Agreement. Furthermore, the AWARDDEE intentionally, voluntarily, and knowingly assumes the sole and entire liability to the AWARDDEE's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the AWARDDEE, or the AWARDDEE's employees or agents, in the course of their employment.
 - d. The AWARDDEE shall be responsible for payment of all applicable

federal, state, and county taxes and fees which may become due and owing by the AWARDDEE by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The AWARDDEE also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Agreement.

- e. The AWARDDEE shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, Hawaii Revised Statutes, and shall comply with all requirements thereof. The AWARDDEE shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the AWARDDEE have been paid and submit the same to the STATE prior to commencing any performance under this Agreement.
 - f. The AWARDDEE is responsible for securing all employee-related insurance coverage for the AWARDDEE and the AWARDDEE's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.
10. Payment Procedures: Final Payment: Tax Clearance. All payments under this Agreement shall be made only upon submission by AWARDDEE of original invoices specifying the amount due and certifying that it has completed performance in accordance with the Agreement. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, Hawaii Revised Statutes. Further, all payments shall be made in accordance with and subject to chapter 40, Hawaii Revised Statutes.
11. Federal Funds. If this Agreement is payable in whole or in part from federal funds, AWARDDEE agrees that, as to the portion of the obligation under this Agreement to be payable out of federal funds, the AWARDDEE shall be paid only from such funds received from the federal government, and shall not be paid from any other funds.
12. Publicity. The AWARDDEE shall, in all news releases, public statements, announcements, broadcasts, posters, programs, and other printed or published materials relating to AWARDDEE's performance under this Agreement, acknowledge that the project, event, program, or activity is supported by the State of Hawaii and the contracting agency through appropriations made by the Legislature of the State of Hawaii.
13. Confidentiality of Material.
- a. All material given to or made available to the AWARDDEE by virtue of

this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the AWARDDEE and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

- b. All information, data, or other material provided by the AWARDDEE to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, Hawaii Revised Statutes.

- 14. Subcontracts and Assignments. The AWARDDEE shall not assign or subcontract any of the AWARDDEE's duties, obligations, or interests under this Agreement and no such assignment or subcontract shall be effective unless (i) the AWARDDEE obtains the prior written consent of the STATE and (ii) the AWARDDEE's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the AWARDDEE's assignee or subcontractor have been paid. Additionally, no assignment by the AWARDDEE of the AWARDDEE's right to compensation under this Agreement shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, Hawaii Revised Statutes.

- 15. Suspension and Termination of Agreement.

- a. The STATE reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to the AWARDDEE. Upon receipt of said notice, the AWARDDEE shall immediately comply with said notice and suspend all performance under this Agreement at the time stated.
- b. If, for any cause, the AWARDDEE breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner the AWARDDEE's obligations under this Agreement or by failing to perform any of the promises, terms, or conditions of this Agreement, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the STATE, the STATE shall have the right to terminate this Agreement by giving written notice to the AWARDDEE of such termination at least seven (7) calendar days before the effective date of such termination. Furthermore, the STATE may terminate this Agreement without statement of cause at any time by giving written notice to the AWARDDEE of such termination at least thirty (30) calendar days before the effective date of such termination.
- c. Upon termination of the Agreement, the AWARDDEE, within thirty (30) days of the effective date of such termination, shall compile and submit in an orderly manner to the STATE an accounting of the work performed up

to the date of termination. In such event, the AWARDDEE shall be paid for the actual cost of the services rendered, if any, but in no event more than the total compensation payable to the AWARDDEE under this Agreement.

- d. If this Agreement is terminated for cause, the AWARDDEE shall not be relieved of liability to the STATE for damages sustained because of any breach by the AWARDDEE of this Agreement. In such event, the STATE may retain any amounts which may be due and owing to the AWARDDEE until such time as the exact amount of damages due to the STATE from the AWARDDEE has been determined. The STATE may also set off any damages so determined against the amounts retained.
16. Disputes. No dispute arising under this Agreement may be sued upon by the AWARDDEE until after the AWARDDEE's written request to the DIRECTOR to informally resolve the dispute is rejected, or until ninety (90) days after the DIRECTOR's receipt of the AWARDDEE's written request whichever comes first. While the DIRECTOR considers the AWARDDEE's written request, the AWARDDEE agrees to proceed diligently with the performance necessary to complete the Project unless otherwise instructed in writing by the DIRECTOR.
17. State Remedies. The AWARDDEE understands that in the event that it no longer meets all of the standards and conditions set forth in paragraphs 1 and 2 of these General Conditions, or in the event that AWARDDEE fails to comply with any of the other requirements, provisions, or conditions set forth in this Agreement, that the STATE may refuse to make further payments to AWARDDEE under this Agreement.
18. Modifications of Agreement. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement permitted by this Agreement shall be made by written amendment to this Agreement, signed by the AWARDDEE and the STATE.
19. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to the DIRECTOR at the DIRECTOR's office in Honolulu, Hawaii or to the AWARDDEE at the AWARDDEE's address as indicated in the Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The AWARDDEE is responsible for notifying the DIRECTOR in writing of any change of address.
20. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Agreement. The fact that the STATE specifically refers to one section of the Hawaii Revised Statutes, and does not include other statutory sections in this Agreement shall not constitute a waiver or relinquishment of the

STATE's rights or the AWARDEE's obligations under the statutes.

21. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.
22. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.